

**Recommended Conditions of Approval - Special Development Permit**

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In addition to complying with all applicable City, County, State and Federal Statutes, Codes, Ordinances, Resolutions and Regulations, Permittee expressly accepts and agrees to comply with the following conditions of approval of this Permit:

Unless otherwise noted, all conditions shall be subject to the review and approval by the Director of Community Development.

**1. GENERAL CONDITIONS**

- A. Execute a Special Development Permit document prior to issuance of the building permit.
- B. The Special Development Permit shall be null and void two years from the date of approval by the final review authority at a public hearing if the approval is not exercised, unless a written request for an extension is approved prior to the expiration date.
- C. Reproduce the conditions of approval on the plans submitted for building permits.
- D. This Special Development Permit is valid only in accordance with the approved plans. Any major use, site or architectural modifications shall be treated as an amendment to the original approval, and shall be subject to approval at a public hearing before the Planning Commission. Minor modifications shall be approved by the Director of Community Development.
- E. Specific deviations allowed with this Special Development Permit are as follows:
  - a. Minimum lot size and dimensions for the purpose of creating ownership housing.
  - b. Parcels without public street frontage
  - c. Maximum height of 32 feet as measured from top of curb of the public street.
  - d. Minimum Front Yard Setback of 17 feet
- F. An Impervious Surface Calculation worksheet is required to be completed and submitted for the California Regional Water Quality Control Board prior to issuance of a Building Permit.

**2. CC&R's (CONDITIONS, COVENANTS AND RESTRICTIONS)**

- A. Any proposed deeds, covenants, restrictions and by-laws relating to the subdivision are subject to review and approval by the Director of Community Development and the City Attorney.
- B. The developer/Owner shall create a Homeowner's Association that comports with the state law requirements for Common Interest Developments. Covenants, conditions and restrictions (CC&Rs) relating to the development are subject to approval by the City Attorney and Director of Community Development prior to approval of the Final Map. In addition to requirements as may be specified elsewhere, the CC&R's shall include the following provisions:
- C. Membership in and support of an association controlling and maintaining all common facilities shall be mandatory for all property owners within the development.
- D. The homeowners association shall obtain approval from the Director of Community Development prior to any modification of the CC&R's pertaining to or specifying the City.
- E. The developer shall maintain all utilities and landscaping for a period of three years following installation of such improvements or until the improvements are transferred to a homeowners association, following sale of at least 75% of the units in each individual phase, whichever comes first.
- F. The Conditions of Approval of this permit shall be included in the CC&Rs.
- G. The CC&Rs shall contain the following language:
  - 1. "Right to Remedy Failure to Maintain Common Area. In the event that there is a failure to maintain the Common Area so that owners, lessees, and their guests suffer, or will suffer, substantial diminution in the enjoyment, use, or property value of their Project, thereby impairing the health, safety and welfare of the residents in the Project, the City, by and through its duly authorized officers and employees, will have the right to enter upon the subject Property, and to commence and complete such work as is necessary to maintain said Common Area. The City will enter and repair only if, after giving the Association and Owners written notice of the failure to maintain the Common Area, they do not commence correction of such conditions in no more than thirty (30) days from the giving of the notice and proceed diligently to completion. All expenses incurred by the City shall be paid within thirty (30) days of written demand. Upon a failure to pay within said thirty (30) days, the City will have the right to impose a lien for the proportionate share of such costs against each Lot in the Project.

2. It is understood that by the provisions hereof, the City is not required to take any affirmative action, and any action undertaken by the City will be that which, in its sole discretion, it deems reasonable to protect the public health, safety and general welfare, and to enforce it and the regulations and ordinances and other laws.
3. It is understood that action or inaction by the City, under the provisions hereof, will not constitute a waiver or relinquishment of any of its rights to seek redress for the violation of any of the provisions of these restrictions or any of the rules, regulations and ordinances of the City, or of other laws by way of a suit in law or equity in a court of competent jurisdiction or by other action.
4. It is further understood that the remedies available to the City by the provision of this section or by reason of any other provisions of law will be cumulative and not exclusive of the maintenance of any other remedy. In this connection, it is understood and agreed that the failure to maintain the Common Area will be deemed to be a public nuisance and the City will have the right to abate said condition, assess the costs thereof, and cause the collection of said assessments to be made on the tax roll in the manner provided by appropriate provisions of the Sunnyvale Municipal Code or any other applicable law.
5. No Waiver. No failure of the City of Sunnyvale to enforce any of the covenants or restrictions contained herein will in any event render them ineffective.
6. Third-Party Beneficiary. The rights of the City of Sunnyvale pursuant to this Article will be the rights of an intended third party beneficiary of a contract, as provided in Section 1559 of the California Civil Code, except that there will be no right of Declarant, the Association, or any Owner(s) to rescind the contract involved so as to defeat such rights of the City of Sunnyvale.
7. Hold Harmless. Declarant, Owners, and each successor in interest of Declarant and said Owners, hereby agree to save, defend and hold the City of Sunnyvale harmless from any and all liability for inverse condemnation which may result from, or be based upon, City's approval of the Development of the subject Property."
8. Homeowners are prohibited from modifying drainage facilities and/or flow patterns without first obtaining permission from the City.

**3. DESIGN/EXTERIOR COLORS AND MATERIALS**

- A. The plans shall be revised to be consistent with the Design Guidelines and development standards to provide the following:

1. Revise the guest parking area to provide one 13-foot wide parking space and an 8.5-foot wide parking space with adequate clearance for people to enter and exit a vehicle.
  2. Provide a bump out of the curb at the end of the private drive for better maneuverability exiting the guest parking spaces.
  3. All final exterior building materials and color scheme are subject to review and approval of the Director of Community Development prior to issuance of a building permit. Provide material samples and final color boards for the proposed building finishes.
  4. Shutters shall be of wood construction to be consistent with the other siding and exposed rafter design elements.
  5. Review with staff final material details and finishes for planters and accent features. Contrast of finish and color from main building stucco is required.
  6. Work with staff to modify the Maria Lane façade entryway proportions, framing and final selection of materials.
- B. Roof material shall be 50-year dimensional composition shingle or equivalent warranty material providing texture and shadow effect such as a flat tile.

**4. EXTERIOR EQUIPMENT**

- A. Individual air conditioning units shall not be visible from the public street

**5. FEES**

- A. Pay traffic impact fee in place at time of issuance of building permits, estimated at a total of \$ 2,627.13. Complete payment is required at the time of issuance of the first unit's building permits.

**6. FENCES**

- A. Design and location of any proposed fencing and/or walls are subject to the review and approval by the Director of Community Development.
- B. Wherever there is a grade differential greater than 12 inches, a concrete or masonry retaining wall shall be installed. Such a wall shall not be designed to infringe on the root system of protected trees on adjoining properties. Post and pier perimeter boundary walls may be required to ensure the protection of existing trees on adjacent sites.

**7. LANDSCAPING**

- A. Landscape and irrigation plans shall be submitted to the Director of Community Development subject to approval by the Director of Community Development prior to issuance of a Building Permit.

- B. Landscaping and irrigation shall be installed prior to occupancy.
- C. Include decorative paving at driveway entry for a minimum of 15 feet.
- D. Provide separate meter for domestic and irrigation water systems.
- E. All landscaping shall be installed in accordance with the approved landscape plan and shall thereafter be maintained in a neat, clean, and healthful condition.
- F. Trees shall be allowed to grow to the full genetic height and habit (trees shall not be topped). Trees shall be maintained using standard arboriculture practices.
- G. Of new trees installed, 10% shall be 24-inch box size or larger and no tree shall be less than 15-gallon size. This requirement is in addition to tree planting requirements for the removal of protected trees.
- H. Any “protected trees”, (as defined in SMC 19.94) approved for removal, shall be replaced with a specimen tree of at least 36-inch box size. The specimen trees are to be of a large species. Provide a planting schedule indicate type, size, and number of trees and shrubs included in the plan.
- I. Ground cover shall be planted so as to ensure full coverage eighteen months after installation. Select water conserving plant materials and indicate on planting schedule that at a minimum 70% of planting meet waterwise standards. (see city for reference manual if needed)

## **8. TREE PRESERVATION**

- A. Prior to issuance of a Demolition Permit, a Grading Permit or a Building Permit, whichever occurs first, include the approved tree protection plan in the plan set.
- B. Trees on adjacent property that extend over the property line are to be included on the tree protection plan. Perimeter wall construction shall take protection of off site tree roots into design consideration.
- C. The tree protection plan shall be installed prior to issuance of any Building Permits, subject to the on-site inspection and approval by the City Arborist.
- D. The tree protection plan shall remain in place for the duration of construction.
- E. Overlay Civil plans including utility lines to ensure that the tree root system is not damaged by proposed utility services.

## **9. LIGHTING**

- A. Prior to issuance of a Building Permit submit an exterior lighting details, including fixture and pole designs, for approval by the Director of Community Development.

- B. All lighting intended for the private drive shall be restricted to providing shielding to direct light downward and away from the existing residences to the east.

**10. PARKING**

- A. All uncovered spaces shall be reserved as guest parking spaces and shall be so designated prior to occupancy.
- B. No uncovered parking space shall be offered for rent by the property owners or homeowners association.
- C. Garage spaces shall be maintained at all times so as to allow parking of two automobiles.
- D. Unenclosed storage of any vehicle intended for recreation purposes, including land conveyances, vessels and aircraft, but excluding attached camper bodies and motor homes not exceeding 18 feet in length, shall be prohibited on the premises.

**11. RECYCLING AND SOLID WASTE**

- A. All exterior recycling and solid waste shall be confined to approved receptacles and enclosures and contained with the individual unit garages. Collection of refuse and recycling will require residents bring the containers to Maria Lane.

**12. UNDERGROUND UTILITIES**

- A. All existing and proposed utilities shall be undergrounded.

**13. TENTATIVE MAP CONDITIONS**

- A. Offer for dedication a one-foot strip of land along the frontage of Maria Lane for the purpose of street improvements.
- B. Full development fees shall be paid for each project parcel or lot shown on Final Tract Map and the fees shall be calculated in accordance with City Resolutions current at the time of payment.
- C. Comply with all applicable code requirements as noted in the Standard Development Requirements from the Public Works Department.
- D. All existing utility lines and /or their appurtenances not serving the project and/or have conflicts with the project, shall be capped, abandoned, removed, relocated and/or disposed to the satisfaction of the City.
- E. Individual utility service metering shall be provided to each unit.
- F. Obtain necessary permits from the Department of Public Works for all off-site improvements including utility line extensions, utility connections, meter locations, driveways, sidewalks, etc.

- G. Pay Park In-lieu fees totaling \$29,403 for the four units, prior to approval of the Final Map.
- H. Dedicate private streets as emergency vehicle ingress-egress easements.
- I. A Private street name will be provided per the City of Sunnyvale Street Name System, as selected by the Community Development Department. Otherwise the units will be addressed off of Maria Lane.
- J. At the expense of the subdivider, City staff shall install required street trees of a species determined by the Public Works Department. Obtain approval of a detailed landscape and irrigation plan from the Director of Community Development (SMC 19.38.070) prior to issuance of a Building Permit.
- K. Construct to city specifications, at the sole cost of the subdivider, a new sidewalk, curb, driveway approach, and gutter and street light as required for the subject sites frontage along Maria Lane.